

06-01-1998



12/04/97 15:10

100725421

STATUS BR.

FORM PTO-1594  
(Rev. 6-93)  
OMB No. 0651-0011 (exp. 4/94)

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings □ □ □ □ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

KLEIN FOODS, INC.

- ☐ Individual(s)      ☐ Association  
☐ General Partnership      ☐ Limited Partnership  
☒ Corporation-State - CA  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment      ☐ Merger  
☐ Security Agreement      ☐ Change of Name  
☒ Other Reaffirmation of Intercreditor

Agreement subordinating prior assignee's security  
Execution Date: May 15, 1998 interest \_\_\_\_\_

## 2. Name and address of receiving party(ies)

Name: THE PRUDENTIAL INSURANCE COMPANY OF  
NORTH AMERICA Suite 400

Street Address: 7108 North Fresno StreetCity: Fresno State: CA ZIP: 93720

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State New Jersey  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

## 4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

#1249226

#997656

#1070737

#945495

Additional numbers attached? ☐ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Sarah E. Richards, Esq.Internal Address: Steeffel, Levitt & WeissStreet Address: One Embarcadero Center30th FloorCity: San Francisco State: CA ZIP: 941116. Total number of applications and registrations involved: 47. Total fee (37 CFR 3.41).....\$ 115☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

## 9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

SARAH E. RICHARDS  
Name of Person Signing

Sarah Richards  
Signature

5/26/98  
Date

Total number of pages including cover sheet, attachments, and document: 26

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

05/29/1998 SSHTH 00000150 12/04/97

01 FC:481  
02 FC:482

TRADEMARK  
REEL: 1733 FRAME: 0337

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

Steefel, Levitt & Weiss  
One Embarcadero Center, 30th Floor  
San Francisco, California 94111  
Attn: James F. Eastman, Esq.

---

**REAFFIRMATION OF INTERCREDITOR AGREEMENT**

This Reaffirmation of Intercreditor Agreement (this "Agreement") is made as of May 15, 1998 by and between WELLS FARGO BANK, N.A. ("Bank") and THE PRUDENTIAL INSURANCE COMPANY OF AMERICA ("Term Lender").

A. Term Lender made a loan (the "97 Loan") to Klein Foods, Inc., a California corporation ("Borrower") evidenced by that certain Promissory Note in the original principal amount of \$17,000,000.00 executed by Borrower in favor of Term Lender and dated as of September 29, 1997 (the "97 Note");

B. The 97 Note is secured by, among other things, that certain Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements executed by Borrower in favor of Term Lender dated September 29, 1997, recorded on October 3, 1997 in the Official Records of Sonoma County, California, Document No. 1997 0089106 (the "Prior Deed of Trust"), encumbering the real property described in Exhibit A attached hereto (the "Land") together with all personal property securing, in whole or in part, the 97 Note, the Indebtedness or the Obligations (as each is defined in the Prior Deed of Trust) as described in the Prior Deed of Trust (together with the Land, collectively, the "Original Security");

C. At the time of the 97 Loan, Bank had extended or would extend or renew a revolving line of credit (as modified, amended, replaced or renewed from time to time, the "Line of Credit" to Borrower with a then present maximum principal amount of \$16,000,000.00 (with the future maximum amount of such Line of Credit not to exceed \$25,000,000.00 pursuant to the terms of Paragraph 4.2 of the Prior Deed of Trust), which Line of Credit was or would be secured by certain personal property collateral of Borrower as described in the Intercreditor Agreement (the "Bank's Collateral");

D. In connection with the 97 Loan, Bank and Term Lender executed that certain Intercreditor Agreement dated September 29, 1997 recorded on October 3, 1997 in the Official Records of Sonoma County, California, Document No. 1997 0089114 (the "Intercreditor Agreement," to which reference is made for the

definition of capitalized terms not otherwise defined or redefined herein);

E. Term Lender has made or will make an additional loan to Borrower (the "98 Loan," and together with the 97 Loan, collectively, the "Loan"), which 98 Loan shall be evidenced by that certain Promissory Note in the original principal amount of \$8,100,000.00, executed by Borrower in favor of Term Lender and dated as of even date herewith (the "98 Note," and together with the 97 Note, collectively, the "Notes");

F. In connection with 98 Loan, Term Lender and Borrower shall amend and restate the Prior Deed of Trust to add to the Original Security encumbered by such Prior Deed of Trust, additional real property as more particularly described in Exhibit A-1 attached hereto and incorporated herein by this reference (the "Additional Land"), together with certain personal property relating thereto as described in the Deed of Trust (as defined below) (the "Additional Personalty," and together with the Additional Land, collectively, the "Additional Security," and together with the Original Security and any other real or personal property securing the Loan or the Notes as described in the Deed of Trust, collectively, the "Property") to secure the entire Loan and the Indebtedness and Obligations thereunder (as each is defined in the Deed of Trust) pursuant to that certain Amended and Restated Deed of Trust, Security Agreement, Crop Filing and Fixture Filing with Assignment of Rents and Proceeds, Leases and Agreements dated as of the date hereof encumbering the Property (the "Deed of Trust") and that certain Amendment to Loan Documents executed by and between Borrower and Term Lender and dated as of the date hereof (the "97 Document Amendment," and together with the Deed of Trust, collectively, the "Loan Modification");

G. Bank may from time to time extend crop financing to Borrower for the cultivation and harvest of crops on the Additional Land; and

H. As a condition to making the Loan Modification, Term Lender requires that Bank and Term Lender reaffirm the Intercreditor Agreement as affected by the Loan Modification;

NOW, THEREFORE, Term Lender and Bank agree as follows:

1. Modification of the Intercreditor Agreement. (a) Any reference in the Intercreditor Agreement to the "Term Loan" shall hereby be deemed to mean the Loan as evidenced by the 97 Note and the 98 Note, as herein defined;

(b) Any reference in the Intercreditor Agreement to the "Deed of Trust" shall hereby be deemed to mean the Deed of Trust, as herein defined; provided, however, that with respect to the definitional reference to the "Deed of Trust" in Recital B of the Intercreditor Agreement, such reference shall be deemed to mean

the Prior Deed of Trust as amended and restated by the Deed of Trust;

(c) Any reference in the Intercreditor Agreement to the "Property" shall hereby be deemed to mean the Property, including the Original Security and the Additional Security, as herein defined and Exhibit A attached to the Intercreditor Agreement shall be amended such that the same shall include the real property described in Exhibits A and A-1 attached hereto and incorporated herein by this reference;

(d) Any reference in the Intercreditor Agreement to the "Inventory" which was originally attached as Exhibit B to the Intercreditor Agreement shall hereby be deemed to mean the Inventory as set forth in Exhibits B and B-1 attached hereto and incorporated herein by this reference;

(e) Any reference in the Intercreditor Agreement to the "Term Lender's Collateral" shall hereby be deemed to mean the entire Property, including, without limitation, the Original Security and the Additional Security, but excluding the Excluded Property (as defined in the Intercreditor Agreement).

(f) Exhibit One to the Intercreditor Agreement is hereby amended such that the same shall include the real property described in Exhibits A and A-1 hereto;

(g) Any reference in the Intercreditor Agreement to  
(i) "Crop Collateral" shall be deemed to include any and all Crop Collateral now or hereafter growing on the Additional Land,  
(ii) "Rights of Payment" shall be deemed to include any and all Rights of Payment now or hereafter arising with respect to the Additional Land, and (iii) the "Bank's Collateral" shall be deemed to include the collateral described in clauses (g)(i) and (g)(ii) above;

(h) Any reference in the Intercreditor Agreement to "Excluded Collateral" shall be deemed to include any Excluded Collateral located on or used in connection with the Additional Land; and

(i) the License provided to Bank in the Intercreditor Agreement shall extend to the Additional Land to the same extent as the Original Land.

2. Reaffirmation of Intercreditor Agreement. Bank and Term Lender hereby reaffirm the terms and provisions of the Intercreditor Agreement and agree that the same applies to the Notes, the entire Loan, the Deed of Trust, the Property, and the Term Lender's Collateral, and Bank's Collateral, all on the terms and conditions set forth in the Intercreditor Agreement, as amended hereby. Bank hereby reaffirms and remakes the releases, subordinations and acknowledgements of priority set forth in Paragraphs 1 and 2 of the Intercreditor Agreement as modified hereby (including, without limitation, as the same relates to the

98 Note, the Deed of Trust and the Additional Security) and notwithstanding the Loan Modification. .

3. No Other Change. Except as specifically set forth in this Agreement, the terms and provisions of the Intercreditor Agreement shall remain otherwise unchanged and in full force and effect, and the Agreement shall be reaffirmed as modified in its entirety.

4. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

5. Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which counterpart when so executed and delivered shall be deemed to be an original and all such counterparts taken together shall constitute but one and the same instrument.

6. Recitals Incorporated. The recitals hereof are incorporated into this Agreement.

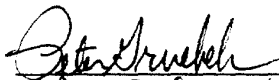
7. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

[9557.AGRB] I25489

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BANK:

WELLS FARGO BANK, N.A.

By:   
Name: Peter D. Genschele  
Its: Vice President

TERM LENDER:

THE PRUDENTIAL INSURANCE COMPANY OF  
AMERICA, a New Jersey corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

[9557.AGRE] I25489

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

BANK:

WELLS FARGO BANK, N.A.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

TERM LENDER:

THE PRUDENTIAL INSURANCE COMPANY OF  
AMERICA, a New Jersey corporation

By: William K. Beyers  
Name: William K. Beyers  
Its: VP, Ag. Ins. Div.

[9557.AGRE]125489

EXHIBIT A  
(Land Description)

All that certain real property situate in the County of Sonoma, State of California,  
more particularly described as follows:

TRACT ONE: (BELLOTTI)

Being the lands of Klein Foods, Inc., as recorded in Exhibit "B" of Document Number 89-017593 of Official Records, Sonoma County Records and as shown on that Record of Survey filed in Book 437 of Maps at Page 41 Sonoma County Records, said parcel being more particularly described as follows:

Beginning at a found ½" iron pipe tagged L.S. 3216 marking the Southerly corner of the lands of Bellotti as shown on that Record of Survey filed in Book 134 of Maps at Page 9, Sonoma County Records; thence from said Point of Beginning and along the Easterly line of Bellotti as shown on said map North 44° 51'40" East, 597.29 feet to a ½" iron pipe tagged L.S. 3216; on the Westerly lines of Leonard as shown on the Record of Survey filed in Book 384 of Maps at Pages 3 and 4, Sonoma County Records; thence leaving said Easterly line and along said Westerly line of Leonard South 45° 05'39" East, 1867.14 feet, from which a ½" iron pipe bears South 45° 05'39" East, 0.50 feet; thence South 45° 10'47" West, 2046.36 feet to a ½" iron pipe tagged L.S. 3216 on the Easterly line of Lot 1 of Parcel Map Number 6881, filed in Book 320 of Maps, Page 19; thence along said Easterly, Northerly and Westerly boundary of Lot 1 the following 17 courses; North 3° 30'00" West, 655.00 feet to a ½" iron pipe tagged L.S. 3216; thence North 44° 07'08" West, 390.00 feet; to a ½" iron pipe tagged L.S. 3216; thence North 44° 24'23" East, 531.66 feet to a ½" iron pipe tagged L.S. 3216; thence North 65° 49'03" East, 238.33 feet to a ½" iron pipe tagged L.S. 3216; thence North 5° 31'48" West, 259.70 feet to a ½" iron pipe tagged L.S. 3216; thence North 82° 56'35" West, 148.31 feet to a ½" iron pipe tagged L.S. 3216; thence North 45° 36'47" West, 415.41 feet to a ½" iron pipe tagged L.S. 3216; thence South 73° 40'00" West, 400.00 feet to a ½" iron pipe tagged L.S. 3216; thence South 3° 33'43" East, 1731.10 feet to a ½" iron pipe tagged L.S. 3216; thence South 66° 07'00" West, 144.00 feet to the center of an intermittent creek; thence along said creek South 27° 13'00" West, 75.00 feet; thence South 4° 20'00" West, 63.00 feet; thence North 72° 20'00" West, 94.00 feet; thence North 68° 40'00" West, 28.00 feet; thence South 8° 00'00" East, 64.00 feet; thence South 50° 30'00" West, 31.00 feet; thence South 2° 30'00" West, 157.52 feet more or less to the center of the Russian River; thence leaving aforementioned Lot 1 boundary and along the centerline of said river North 62° 22'39" West, 369.12 feet; thence North 51° 06'28" West, 208.87 feet; thence North 84° 11'40" West, 171.35 feet; thence North 47° 25'37"

continued...

A-1

TRADEMARK  
REEL: 1733 FRAME: 0344



West, 647.50 feet; thence North 33° 24'51" West, 469.71 feet; thence North 50° 41'57" West, 136.55 feet; thence North 77° 41'55" West, 381.56 feet; to the Easterly Right of Way of Alexander Valley Road as described in the deed to the County of Sonoma recorded in Book 792 of Official Records at Page 389, Sonoma County Records; thence leaving said river centerline and along said right of way North 46° 38'33" East, 160.67 feet (North 46° 32'30" East deed); thence South 43° 21'27" East, 2.00 feet (South 43° 27'30" East deed); thence North 46° 38'33" East, 265.00 feet (North 46° 32'30" East deed); thence South 43° 21'27" East, 5.00 feet (South 43° 27'30" East deed); thence North 46° 38'33" East, 701.58 feet (North 46° 32'30" East deed) to a ½" iron pipe tagged L.S. 3216; thence North 55° 16'13" East, 100.00 feet (North 55° 10'10" East deed) to a ½" iron pipe; thence along a curve to the left from a tangent that bears North 46° 38'33" East with a radius of 2,246.92 feet, through a central angle of 3° 07'55" for a length of 122.82 feet to a ½" iron pipe tagged L.S. 3216; thence North 46° 29'22" West, 29.87 feet to a ½" iron pipe tagged L.S. 3216; thence continuing North 46° 29'22" West, 30.00 feet to the physical centerline of Alexander Valley Road; thence along said centerline North 41° 36'30" East, 727.57 feet to a point, from which ½" iron pipe tagged L.S. 3216 bears South 48° 23'30" East, 30.00 feet; thence along a curve to the right with a radius of 6400.00 feet, through a central angle of 3° 28'55" for a distance of 388.95 feet to a point from which a ½" iron pipe tagged L.S. 3216 bears South 44° 54'35" East, 30.00 feet; thence North 45° 05'25" East, 117.62 feet to a point; thence South 45° 05'20" East, 43.50 feet to a ½" iron pipe tagged L.S. 3216; thence continuing South 45° 05'20" East, 228.83 feet to a ½" iron pipe tagged L.S. 3216; thence continuing South 45° 05'20" East, 538.16 feet to the Point of Beginning.

A. P. No.: 131-190-19

**TRACT TWO: (CAKE)**

Being the lands of Klein Foods, Inc., as recorded in Exhibit "C" of Document Number 89-017593 of Official Records, Sonoma County Records and as shown on that Record of Survey filed in Book 437 of Maps at Page 22, Sonoma County Records, said parcel being more particularly described as follows:

Beginning at a found 3/4" iron pipe marking the section corner common to Sections 20, 21, 29 and 28, Township 10 North, Range 9 West, Sotoyome Rancho as shown on the Record of Survey filed in Book 387 of Maps at Page 15, Sonoma County Records; thence North 0° 00'20" East, 299.90 feet to a found ½" iron pipe tagged L.S. 3216; thence continuing North 0° 00'20" East, 30.21 feet to a ½" iron pipe tagged L.S. 3216; thence continuing North 0° 00'20" East, 29.41 feet to a point from which a 3/4" iron pipe tagged RCE 18483 bears North 20° 57'14" East, 0.44 feet; thence South 85° 47'28" East, 175.96 feet to a point; thence South 68° 11'41" East, 324.78 feet to a 3/4" iron pipe; thence South 42° 33'05" East, 360.84 feet to a 3/4" iron pipe; thence South 31° 31'35" East, 325.59 feet to a 3/4" iron pipe; thence South 5° 50'55" West, 338.59 feet to a ½" iron pipe tagged L.S. 3216 from which a 3/4" iron pipe tagged RCE 18453 bears North 76° 37'04" West, 23.79 feet; thence South 89° 31'26" West, 3314.16 feet to a ½" iron pipe tagged L.S. 3216 on the Easterly right of way of the Northwestern Pacific Railroad, hereafter known as Point "A", thence continuing South 89° 31'26" West, 114.71 feet to a ½" iron pipe tagged L.S. 3216 on the Westerly Right of Way of said Railroad; thence continuing South 89° 31'26" West, 64 65 feet to a ½" iron pipe tagged L.S. 3216; thence North

continued...

A-2

TRADEMARK  
REEL: 1733 FRAME: 0345

0° 14'36" West, 108.08 feet to a ½" iron pipe tagged L.S. 3216 on the aforementioned Westerly Railroad Right of Way; thence continuing North 0° 14'36" West, 183.29 feet to a ½" iron pipe tagged L.S. 3216 on the aforementioned Easterly Right of Way line; thence continuing North 0° 14'36" West, 368.98 feet to a 1 ½ iron pipe; thence North 89° 30'10" East, 2639.48 feet to the Point of Beginning.

Excepting from said parcel that particular area within the Northwestern Pacific Right of Way being a strip of land 100 feet wide and more particularly described as follows:

Beginning at Point "A", a ½" iron pipe tagged L.S. 3216 at the intersection of the Southerly line of the above described parcel and the Eastern Right of Way of the Northwestern Pacific Railroad, then from said Point of Beginning and along said Easterly Right of Way along a curve to the left from a tangent that bears North 29° 23'37" West with a radius of 3869.75 feet, through a central angle of 5° 03'30" for a distance of 341.65 feet to a ½" iron pipe tagged L.S. 3216 on the Westerly boundary of the above described parcel: thence leaving said Easterly Right of Way and along said Westerly boundary South 0° 14'36" East, 183.29 feet to a ½" iron pipe tagged L.S. 3216 on the Westerly Right of Way of the Northwestern Pacific Railroad; thence leaving said Westerly boundary and along the Westerly railroad Right of Way along a curve to the right from a tangent that bears South 32° 08'51" East with a radius of 3769.75 feet, through a central angle of 1° 54'39", for a distance of 125.73 feet to a ½" iron pipe tagged L.S. 3216, on the aforementioned Southerly boundary line; thence leaving said Westerly Right of Way and along said Southerly boundary North 89° 31'26" East, 114.71 feet to the Point of Beginning.

A. P. No.: 140-050-02 & 03

### TRACT THREE: (HUBBARD)

#### PARCEL ONE

All that part of Lot 84 of the Tzabaco Rancho, in the County of Sonoma, State of California, according to the Map thereof Recorded June 26, 1869, in Book 8 of Maps at page 17, Sonoma County Records, which lies South and West of the centerline of an existing 20 foot road right of way, the centerline thereof being described as follows:

Beginning at a point on the Southeasterly line of Lot 84 Tzabaco Rancho, distant South 34° West 47 feet from the most Easterly corner of said Lot 84; thence North 32°30' West 758 feet; thence in a Northwesterly direction, a distance of 462 feet, more or less, to a point which marks the most Easterly corner of Lot 86 of said Rancho, and the terminal point of the line herein to be described.

Excepting therefrom any portion thereof which lies within the following described land:

A strip of land 30 feet wide, measured at right angles Southeasterly and Easterly of the following described line:

continued...

A-3

TRADEMARK  
REEL: 1733 FRAME: 0346

Beginning at a point on the Northwestern line of Lot 84 of the Tzabaco Rancho in the County of Sonoma, State of California, according to the Map thereof Recorded June 26, 1869, in Book 8 of Maps at page 17, Sonoma County Records, distant thereon South 40°30' West 185.46 feet from the most Northerly corner of said Lot 84, being also the most Easterly corner of Lot 86; thence continue South 40°30' West 462 feet; thence South 60° West 366.96 feet; thence South 0°30' West 1587.96 feet to a point; thence South 34° West 764 feet to the terminus of the line herein described.

Also excepting therefrom any portion contained in the deed from William Domenichelli and Rose J. Domenichelli to the County of Sonoma, a political subdivision of the State of California, dated May 4, 1962, and recorded May 17, 1962, in Book 1890 of Official Records at page 401, Serial No. G-92840, Sonoma County Records.

### PARCEL TWO

All that part of Tzabaco Rancho in the County of Sonoma, State of California, according to the Map thereof Recorded June 26, 1869, in Book 8 of Maps at page 17, Sonoma County Records, described as follows:

Beginning at the most Westerly corner of Lot 83 as shown on the Map of said Rancho, being also the most Southerly corner of Lot 84 as shown on said map; thence South 34° West, a distance of 764 feet; thence North 66° West, a distance of 481.82 feet; thence North 34° East, a distance of 764 feet to a point on the Southwesterly line of Lot 84; thence South 66° East along the Southwesterly line of said Lot 84, a distance of 481.82 feet to the point of beginning.

Excepting therefrom any portion thereof which lies within the following described land:

A strip of land 30 feet wide, measured at right angles Southeasterly and Easterly of the following described line:

Beginning at a point on the Northwestern line of Lot 84 of the Tzabaco Rancho, in the County of Sonoma, State of California, according to the Map thereof Recorded June 26, 1869, in Book 8 of Maps at page 17, Sonoma County Records, distant thereon South 40°30' West 185.46 feet from the most Northerly corner of said Lot 84, being also the most Easterly corner of Lot 86; thence continue South 40°30' West 462 feet; thence South 60° West 366.96 feet; thence South 0°30' West 1587.96 feet to a point; thence South 34° West 764 feet to the terminus of the line herein described.

### PARCEL THREE

All that part of Tzabaco Rancho, in the County of Sonoma, State of California, according to the Map thereof Recorded June 26, 1869, in Book 8 of Maps at page 17, Sonoma County Records, described as follows:

continued...

A-4

TRADEMARK  
REEL: 1733 FRAME: 0347

Commencing at the most Westerly corner of Lot 83 as shown on the aforesaid map, being also the most Southerly corner of Lot 84 as shown on said map; thence South 34° West 764 feet to the true point of beginning of the parcel herein to be described; thence from said true point of beginning, continuing South 34° West, to the centerline of the Russian River; thence North 66° West along the centerline of said river, 50 feet to a point; thence North 34° East, to the point of intersection with a line drawn North 66° West from the true point of beginning of this described; thence South 66° East to the said true point of beginning.

#### **PARCEL FOUR**

An easement for the passage of motor vehicles only over and along the Southeasterly and Easterly 10 feet of the following described strip of land, the Northwesterly and Westerly line of said easement being measured at right angles to and at all point 20 feet Southeasterly and Easterly from the Northwesterly and Westerly line of the following described land:

A strip of land 30 feet wide, measured at right angles Southeasterly and Easterly of the following described line:

Beginning at a point on the Northwesterly line of Lot 84 of the Tzabaco Rancho, in the County of Sonoma, State of California, according to the Map thereof Recorded June 26, 1869, in Book 8 of Maps at page 17, Sonoma County Records, distant thereon South 40°30' West 185.46 feet from the most Northerly corner of said Lot 84, being also the most Easterly corner of Lot 86; thence continue South 40°30' West 462 feet; thence South 60° West 366.96 feet; thence South 0°30' West 1587.96 feet to a point; thence South 34° West 764 feet to the terminus of the line herein described.

A. P. No.: 141-190-34

#### **TRACT FOUR: (CRINELLA)**

Being the lands of Klein Foods, Inc., as recorded in Exhibit "F" of Document Number 89-017593 of Official Records, Sonoma County Records and as shown as Parcel "F" on that Record of Survey filed in Book 437 of Maps at Pages 43 & 44, Sonoma County Records, said parcel being more particularly described as follows:

##### **Parcel 1:**

Beginning at a 16d nail and brass tag stamped L.S. 3216 in an Oak Tree on the Southerly line of Rancho San Miguel from which a 2" iron pipe with brass cap stamped "Rancho San Miguel L.S. 3216, 1989" bears South 89° 56'02" East, 44.95 feet; thence from said Point of Beginning and along said Rancho line North 89° 56'02" West, 10.00 feet to a ½" iron pipe tagged L.S. 3216; thence continuing along said Rancho line North 89° 56'02" West, 725.60 feet to a point from which a 1" iron pipe bears North 22° 44'58" West, 0.27 feet; thence continuing along said Rancho line North 89° 56'02" West, 788.34 feet to a point from which a 1" iron pipe bears South 22° 28'46" East, 0.77 feet; thence leaving said Rancho line North 22° 28'46" West, 1999.51 feet to a ½" iron pipe; thence North 80° 25'01" East, 736.60 feet to a ¾" iron pipe

continued...

with "Pipe Tee"; thence South 22° 44'58" East, 284.06 feet to a ½" iron pipe tagged L.S. 3216; thence North 80° 27'05" East, 702.85 feet to a ¾" iron pipe, thence continuing North 80° 27'05" East, 0.28 feet to a point hereafter known as "Point A", thence South 22° 33'40" East, 1978.01 feet to the Point of Beginning.

**Parcel 2:**

Together with a right of way, 25.00 feet wide, the Easterly line of said right of way being more particularly described as follows:

Beginning at said "Point A" as described above; thence North 22° 33'40" West, 1528 feet more or less to the Southerly line of Woolsey Road.

The Westerly line of said right of way shall lengthen and shorten to terminate on the North at the Southerly edge of Woolsey Road and on the South with the Northerly line of the above described parcel.

A.P. No.: 57-120-06

**TRACT FIVE: (GARFIELD)** (Description redone in 1996 when Kline Foods acquired other ½ interest)

Being the Lands of Klein Foods, Inc. as described in Exhibit "G" of the deed recorded February 28, 1989 under Document No. 89017593, Official Records of Sonoma County, of Woolsey Vineyard Property, a general partnership, as described in the deeds recorded April 4, 1983 under Document Nos. 83020016, 83020017 and 83020018 Official Records of Sonoma County, and of Sidney Garfield and Associates, a limited partnership, recorded December 23, 1960 in Book 1800 of Official Records, page 115, Sonoma County Records and as shown as Parcel G on that Record of Survey filed in Book 437 of Maps at Pages 43 & 44, Sonoma County Records, said parcel being more particularly described as follows:

Beginning at ½" iron pipe tagged L.S. 3890 on the Easterly line of Lot 4 of Parcel Map Number 86-264 filed in Book 425 of Maps at Page 2, Sonoma County Records, said point also being the Southwesterly corner of Cameron as shown on the Record of Survey filed in Book 116 of Maps at Page 2, Sonoma County Records; thence from said Point of Beginning and along the Southerly line of the former lands of Cameron as shown on said Record of Survey filed in Book 116 of Maps at Page 2, North 82° 36'15" East, 705.55 feet to a ½" iron pipe; thence continuing North 82° 36'15" East, 231.51 feet to a ½" iron pipe tagged L.S. 3216; thence North 80° 27'15" East, 469.58 feet to a ½" iron pipe tagged RCE 10430; thence leaving said Southerly line of Cameron South 22° 13'21" East, 1084.18 feet to a 1" iron pipe; thence South 82° 01'39" West, 79.87 feet; thence South 22° 28'46" East, 10.00 feet to a ½" iron pipe tagged L.S. 3216; thence continuing South 22° 28'46" East, 190.87 feet to a ½" iron pipe; thence continuing South 22° 28'46" East, 1999.51 feet to a point on the Southerly line of Rancho San Miguel, from which a 1" iron pipe bears South 22° 28'46" East, 0.77 feet; thence along said Rancho line

continued...

North 89° 56'02" West, 1383.78 feet to a ½" iron pipe tagged L.S. 3216; thence leaving said Rancho line North 22° 31'14" West, 3082.92 feet to the Point of Beginning.

A. P. No.: 57-120-03

**TRACT SIX: (RIVER EAST)**

**PARCEL ONE**

That parcel of land being in the Sotoyome Rancho in the projected T.8 N. R.9W., Section 3, County of Sonoma, State of California, and more particularly described as follows:

Beginning at a ½ inch iron pipe, tagged R.C.E. 17913, on the westerly side of the Old Redwood Highway at the intersection of the northerly entrance to Piper Sonoma Cellar's Winery, said pipe being the most northerly corner of Parcel 1, as shown on Parcel Map No. 7367, Sonoma County Records, from which a ½ inch iron pipe, tagged R.C.E. 17913, bears North 18° 48'00" West, 322.09 feet (Per Parcel Map No. 7367); thence North 18° 48'00" West, 269.16 feet to a point; thence North 89° 38'58" West, 557.87 feet to a point; thence South 00° 21'02" West, 512.15 feet to a point; thence North 89° 33'02" West, 837.24 feet to a point; thence North 88° 43'59" West, 956.47 feet, to a point; thence North 01° 10'07" East, 223.27 feet to a point; thence North 88° 49'53" West, 305.00 feet to a point; thence South 01° 10'07" West, 50.00 feet to a point; thence North 88° 49'53" West, 355.00 feet to a point; thence South 01° 10'07" West, 340.00 feet to a point; thence South 88° 49'53" East, 614.00 feet to a point; thence South 01° 10'07" West, 55.69 feet to a point; thence South 88° 49'52" East, 1,203.55 feet to a point; thence South 49° 03'41" East, 210.04 feet to a point; thence South 03° 24'41" West, 217.84 feet to a point; thence South 86° 19'23" East, 148.20 feet, to a point; thence South 03° 24'41" West, 173.24 feet to a point; thence South 68° 50'14" East, 833.11 feet to a point on the line between Parcels One and Two as shown on Parcel Map No. 7367; thence Northerly along said line North 26° 34'38" East, 210.72 feet to a point; thence North 63° 42'40" West, 78.00 feet to a point; thence North 02° 08'50" East, 188.51 feet to a point; thence North 42° 53'30" West, 41.71 feet to a point; thence North 87° 51'10" West, 224.49 feet to a point; thence North 02° 08'50" East, 95.39 feet to a point; thence North 30° 49'12" East, 138.85 feet to a point; thence North 02° 57'43" East, 297.38 feet to a point; thence North 45° 52'37" East, 500.71 feet to the point of beginning.

**PARCEL TWO**

A portion of Parcel Eight as described in Document No. 1993 0158565, of Official Records, Sonoma County Records, and situated in the Sotoyome Rancho, County of Sonoma, State of California, described as follows:

Commencing at the most northeasterly ½" iron pipe tagged R.C.E. 17913 shown on Record of Survey, Book 446, page 12, Sonoma County Records (also being the basis of bearings for this description); thence South 18°48'00" East, 52.93 feet to a ¾ inch iron pipe tagged R.C.E. 28167 shown on said map; thence along the common boundary of said Parcel Eight and the property described in the Quitclaim Deed recorded in Book 1989 of Official Records, page 104553,

continued...

A-7

TRADEMARK  
REEL: 1733 FRAME: 0350

Sonoma County Records, North 89°38'58" West, 557.87 feet to a ¾ inch iron pipe tagged R.C.E. 28167 shown on said map, also being the true point of beginning; thence South 00°21'02" West, 512.15 feet to a ¾ inch iron pipe tagged R.C.E. 28167 shown on said map; thence North 89°33'02" West, 480.00 feet; thence leaving said common boundary, and parallel with the last mentioned southwesterly course, North 00°21'02" East, 511.32 feet; thence parallel to the northerly line of said Parcel Eight, South 89°38'58" East 480.00 feet, to the point of beginning.

### PARCEL THREE

All right, title and interest of Sonoma Vineyards, a corporation, in and to that certain Reciprocal Easement Agreement, dated March 25, 1982, executed by said corporation and Piper-Renfield, a partnership, recorded March 31, 1982, as Recorder's Document No. 82-17049, Sonoma County Records, and First Amendment to and Correction of Reciprocal Easement Agreement recorded October 25, 1989, under Document No. 89-102327, Official Records of Sonoma County, California.

### PARCEL FOUR

An easement 20 feet in width, lying 10 feet on both sides of a centerline described as follows:

Commencing at a ½" iron pipe tagged R.C.E. 17913 on the Northwesterly line of Eastside Road, marking the most Southerly corner of Parcel 1, as shown on Parcel Map No. 7367, as filed in Book 331 of Maps, at pages 9 and 10, Sonoma County Records; thence along said northwesterly line also a southeasterly line of said Parcel 1, North 26° 34' 38" East, 85.00 feet to the point of beginning of the centerline described herein; thence from said point of beginning, leaving said southeasterly line of Parcel 1, North 68° 00' 00" west, 204.00 feet; thence North 57° 39' 40" West, 49.87 feet to a point on a northwesterly line of said Parcel 1, which said point bears North 26° 34' 38" East, 75.00 feet from a ½" iron pipe tagged R.C.E. 17913 marking a southwesterly corner of said Parcel 1, and is the point of termination of the centerline described herein.

The herein described easement to be bounded southeasterly by a segment of the aforementioned northwesterly line of Eastside Road, and northwesterly by a segment of the aforementioned northwesterly line of Parcel 7.

### PARCEL FIVE

All Right, Title and Interest of Klein Foods, Inc., a California corporation in and to that certain Amended and Restated Reciprocal Easement Agreement dated October 31, 1989, recorded October 31, 1989 under Document No. 89-104552, Sonoma County Records.

A. P. No.: 66-321-15

continued...

A-8

TRADEMARK  
REEL: 1733 FRAME: 0351

EXHIBIT A-1

(Additional Land Description)

All that certain real property situate in the County of Sonoma, State of California, more particularly described as follows:

LLA 97-0108

BEING THE TRANSFER OF A PORTION OF PARCEL EIGHT OF THE LANDS OF THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, A NEW JERSEY CORPORATION, AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 1993-0158565, OFFICIAL RECORDS OF SONOMA COUNTY, SITUATED IN THE SOTOYOME RANCHO, COUNTY OF SONOMA, STATE OF CALIFORNIA, TO THE LANDS OF KLEIN FOODS INC., AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 1995-0069580, OFFICIAL RECORDS OF SONOMA COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE COMMON LINE OF THE LANDS OF THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, A NEW JERSEY CORPORATION, AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 1993-0158565, OFFICIAL RECORDS OF SONOMA COUNTY, WITH THE SOUTHERLY LINE OF THE LANDS OF KLEIN FOODS INC., AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 1995-0069580, OFFICIAL RECORDS OF SONOMA COUNTY, FROM WHICH A POINT ON SAID COMMON LINE BEARS NORTH 88°49'52" WEST 1203.55 FEET AS SHOWN ON RECORD OF SURVEY FILED IN BOOK 446 OF MAPS AT PAGE 12, SONOMA COUNTY RECORDS; THENCE ALONG SAID COMMON LINE, SOUTH 49°03'41" EAST 210.04 FEET; THENCE SOUTH 03°24'41" WEST 217.84 FEET; THENCE SOUTH 86°19'23" EAST 148.20 FEET; THENCE SOUTH 03°24'41" WEST 173.24 FEET; THENCE SOUTH 68°50'14" EAST 833.11 FEET TO A POINT ON THE WESTERLY LINE OF THE LANDS OF JORDAN SPARKLING WINE COMPANY AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 1996-115230, OFFICIAL RECORDS OF SONOMA COUNTY, SHOWN AS THE WESTERLY LINE OF PIPER SONOMA CELLARS ON SAID RECORD OF SURVEY; THENCE ALONG SAID LINE SOUTH 26°34'38" WEST 426.66 FEET TO THE CENTERLINE OF DRAINAGE WAY; THENCE ALONG THE CENTERLINE OF SAID DRAINAGE WAY THE FOLLOWING COURSES, NORTH 59°13'11" WEST 23.13 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 08°11'06", A DISTANCE OF 14.29 FEET; THENCE NORTH 51°02'05" WEST 31.37 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 15°17'52", A DISTANCE OF 26.70 FEET; THENCE NORTH 35°44'13" WEST 7.72 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 09°38'26", A DISTANCE OF 16.83 FEET; THENCE NORTH 45°22'39" WEST 64.76 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 17°13'15", A DISTANCE OF 45.08 FEET; THENCE NORTH 62°35'54" WEST 21.78 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT,

A-1-1

TRADEMARK  
REEL: 1733 FRAME: 0352



HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 10°02'50", A DISTANCE OF 17.54 FEET; THENCE NORTH 52°33'04" WEST 13.34 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 07°42'42", A DISTANCE OF 13.46 FEET; THENCE NORTH 60°15'47" WEST 46.39 FEET; THENCE NORTH 56°22'14" WEST 69.13 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 110.00 FEET, THROUGH A CENTRAL ANGLE OF 54°04'27", A DISTANCE OF 103.81 FEET; THENCE NORTH 02°17'47" WEST 24.97 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 45.00 FEET, THROUGH A CENTRAL ANGLE OF 60°32'24", A DISTANCE OF 47.55 FEET; THENCE NORTH 62°50'11" WEST 22.73 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 10°22'01", A DISTANCE OF 9.05 FEET; THENCE NORTH 52°28'10" WEST 14.88 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 17°24'25", A DISTANCE OF 15.19 FEET; THENCE NORTH 69°52'35" WEST 84.98 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 12°14'26", A DISTANCE OF 21.36 FEET; THENCE NORTH 57°38'09" WEST 32.97 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 09°06'31", A DISTANCE OF 15.90 FEET; THENCE NORTH 66°44'40" WEST 27.30 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 09°37'03", A DISTANCE OF 25.18 FEET; THENCE NORTH 57°07'37" WEST 22.35 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 150.00 FEET, THROUGH A CENTRAL ANGLE OF 13°38'15", A DISTANCE OF 35.70 FEET; THENCE NORTH 70°45'52" WEST 23.41 FEET; THENCE ALONG A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 05°24'04", A DISTANCE OF 9.43 FEET; THENCE NORTH 76°09'56" WEST 33.17 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 13°02'34", A DISTANCE OF 22.76 FEET; THENCE NORTH 63°07'22" WEST 43.87 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 17°40'56", A DISTANCE OF 61.72 FEET; THENCE NORTH 45°26'26" WEST 46.51 FEET; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, THROUGH A CENTRAL ANGLE OF 19°06'25", A DISTANCE OF 200.09 FEET TO A POINT OF COMPOUND CURVATURE; THENCE ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 100.00 FEET, THROUGH A CENTRAL ANGLE OF 33°22'04", A DISTANCE OF 58.24 FEET; THENCE LEAVING SAID CENTERLINE SOUTH 88°30'20" EAST 91.79 FEET; THENCE NORTH 01°29'40" EAST 348.64 FEET TO THE COMMON LINE OF THE LANDS OF THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, A NEW JERSEY CORPORATION, AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 1993-0158565, OFFICIAL RECORDS OF SONOMA COUNTY, WITH THE

SOUTHERLY LINE OF THE LANDS OF KLEIN FOODS INC., AS DESCRIBED BY DEED RECORDED AS DOCUMENT NUMBER 1995-0069580, OFFICIAL RECORDS OF SONOMA COUNTY; THENCE ALONG SAID COMMON LINE, SOUTH 88°49'52" EAST 55.09 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.33 ACRES MORE OR LESS.

A-1-3

TRADEMARK  
REEL: 1733 FRAME: 0354

TRACT SEVEN (Tesauro)

Lot 6, Section 6, Township 7 North, Range 8 West, M.D.M., and that portion of Lot 5 in said Section, described as follows:

Commencing at the Northwest corner of said Lot 5; thence East 20 chains to the East line of said Lot 5; thence South 17.38 chains to the Southeast corner of Lot 5; thence West 20 chains to the Southwest corner of Lot 5; thence North 17.38 chains to the point of commencement, said Lot 6 being more particularly described as follows:

Commencing at a point in the Southwest corner of said Lot 6 and running thence South 87°40' East along the Southern line of said Lot 6 a distance of 20 chains to the Southeast corner thereof; thence North along the line dividing said Lot 6 and Lot 5 in said section a distance of 17.38 chains to the Northeast corner of said Lot 6; thence Westerly along the Northerly line of said Lot 6 a distance of 20 chains to the Northwest corner of said Lot 6 and thence South along the West line of said Lot 6 a distance of 17.38 chains, more or less, to the point of commencement.

Excepting therefrom that portion lying adjacent to and Westerly of that certain Boundary Agreement Line described in the Quitclaim Deed recorded December 6, 1974 in Book 2917 of Official Records, page 971, Sonoma County Records.

Also together with any portion adjacent to and Easterly of the certain Boundary Agreement Line, North 0°37'42" West 530.86 feet, described in the Quitclaim Deed recorded December 6, 1974 in Book 2917 of Official Records, page 974, Sonoma County Records.

A. P. No.: 034-050-10

TRACT EIGHT (Arata)

PARCEL ONE

The West half of the Southeast quarter (West ½ of Southeast ¼) of Section One (1) and the East half of the Southwest quarter (East ½ of Southwest ¼ of Section One (1), all situated in Township 8 North, Range 9 West, Mount Diablo and Meridian.

EXCEPTING THEREFROM, all those portions thereof described as follows:

That portion thereof, lying within the boundaries of Arata Lane and Brooks Road, which was conveyed to the County of Sonoma, by Deed recorded August 12, 1942, in Book 559 of Official Records, page 80, Sonoma County Records.

That portion thereof, lying within the exterior boundary of the parcel of land described in the Deed from Joseph Bottasso, et ux, to William L. Bottasso, recorded December 1, 1958, in Book 1631 of Official Records, page 626, Sonoma County Records, and easterly of the generally easterly boundary of said parcel, which easterly boundary is described in said Deed as a series

continued...

A-1-4

TRADEMARK  
REEL: 1733 FRAME: 0355

of courses "along Brooks Road" (commencing with "North 6° 05' 30" East, 305.60 feet" and ending at the northeasterly terminus of the curve to the right "with a radius of 450.00 feet though an angle of 44° 27' for a distance of 349.11 feet"), and southeasterly of the generally northwesterly boundary of the parcel of land described in the Deed from Joseph Bottasso, et ux, to Owen D. Stout, et ux, recorded April 5, 1950, in Book 951 of Official Records, page 269, Sonoma County Records, which boundary is described in said deed as "along the center of a road".

That portion thereof lying westerly of the generally easterly boundary of the parcel of land described in the deed from Frances Bottasso, et al, to Francis W. Evans and Grant L. Miner, Trustees, recorded October 23, 1969, in Book 2426 of Official Records, page 451, Sonoma County Records.

ALSO EXCEPTING THEREFROM that portion of the above described parcel lying northerly and easterly of the following described line, which line was established in those certain Boundary Line Agreements and Quitclaim Deeds recorded November 19, 1987, under Document Nos. 87106171, 87106172, 87106173, 87106174, 87106175, 87106176, 87106177, 87106178, 87106179, 87106180 and recorded April 21, 1988 under Document Nos. 88030946, 88030947, and 88030948, Sonoma County Records, more particularly described as follows:

BEGINNING at a ½" iron pipe at the center of Section 1, Township 8 North, Range 9 West, M.D.M. as shown on the Record of Survey filed in Book 137 of Maps, page 20, Sonoma County Records, from which the South quarter corner of said Section 1 as shown on said Record of Survey bears South 0° 19' 21" West; thence North 88° 32' 58" East along an existing fence, 1322.87 feet; thence South 0° 01' 35" East along said existing fence 683.71 feet; thence South 0° 19' 37" East along said existing fence and the Southerly prolongation thereof, 706.85 feet to the centerline of Brooks Road, and the southerly terminus of the boundary line described herein.

## PARCEL TWO

THAT PORTION, if any, of the lands of Margaret Henry, et. al. as described in the Deeds recorded December 23, 1964, in Book 2097, Pages 630 and 631, and January 17, 1984 as Document No. 8403071, June 4, 1987 as Document No. 87053143, and June 15, 1987 as Document No. 87056744, Official Records of Sonoma County, California, lying Southerly and Westerly of the agreed upon boundary line as established and described in that certain Boundary Line Agreement recorded November 19, 1987 as Document No's. 87106171, 87106172, 87106173, 87106174, 87106175, 87106176, 87106177, 87106178, 87106179, 87106180, and recorded April 21, 1988 as Document No's. 88030946, 88030947, and 88030948, Official Records of Sonoma County, California.

A. P. No.: 161-010-19

A-1-5

TRADEMARK  
REEL: 1733 FRAME: 0356

## EXHIBIT B

(Original Security Inventory Description)

### LIST OF WINERY EQUIPMENT

Wine Hoses 1" - 3"  
Westphalia Centrifuge Model # FB80  
Seitz -Swk Filter  
Velo Filter 0036A64  
Miscellaneous Fittings  
150 H. P. Air Compressor Ingersoll Rand

- 3 Chillers
- 1) Lincoln Multigard Motor #641112, Pump #VM3554
  - 2) Lincoln Multigard Motor # 641111, 3508230  
Reliance Pumps #P2166642B JX, #P216642B FX
  - 3) Brook Motor #X358193, Doerr Pump # 3N2820 &  
Reliance Motor #P216642A
  - 4) Lincoln 20 HP 01950327123
  - 5) Jeco 63146213 Chiller 4616591

- 2 Crushers
- (White Grape Crusher)  
A.O. Smith 25 HP #5278301 Ragazzini Pump; US Motor R-1337-03270, U. S.  
Must Pump #R3946139; Reliance Incline Motor #13635, U. S. Dump Trough  
Motor #P4237140; U. S. Waste Incline Motor #930307

(Red Grape Crusher)  
AJAX Electric 25 HP 19054085178 ; US Motor, U. S. Must Pump  
#C5356-00-172; U. S. Dump Trough Motor #P4237141, U. S. Incline Motor #  
F-4210-00-270

### 1 Coq Dejuicer

- 4 Pummace Pumps
- 1) Lincoln Motor #921369
  - 2) U. S. Motor #F-9289-00-477
  - 3) General Electric #5K215BN216

### 20 Wine Pumps

- 1) U. S. Motor Hsbg. #510
- 2) Dayton Motor #F-4832-00-E75, Hsbg #185
- 3) U. S. Motor #356396, Pump Unknown
- 4) U. S. Motor # F-1850-03-168
- 5) Toshiba Motor #B0054F6F2A3, Hsbg. #019
- 6) U. S. Motor #F-1321-01-269, Moyno Pump #A-6034-1
- 7) Pacemaker Motor #19284R-CM272, Pump Unknown
- 8) Healdsburg Machine # P25622223-G7-EX, Hsbg. #H75138
- 9) Healdsburg Machine # WF-1-026-400, Hsbg. # 501
- 10) Healdsburg Machine # P1866646D-A2, Hsbg. #3308
- 11) Healdsburg Machine #F-9258-00-216, Pump #5425
- 12) U. S. Motor #343756, Lober Pump #6284500
- 13) Healdsburg Machine #F-F152-00-170, Pump #3202
- 14) Healdsburg Machine #P4388415, Pump #502
- 15) Healdsburg Machine #F-9258-00-216, Pump #5425
- 16) Healdsburg Machine #P18G6646D, Hsbg. #3309
- 17) Healdsburg Machine # Y270187A1C2, Hsbg. #3355
- 18) Healdsburg Machine #F-1857-03-270, Hsbg. # 511
- 19) Westinghouse Motor #14EMMG980, Hsbg. # 3909
- 20) Ferrari Motor #B-1482-37, Pump Unknown

### 1 Bottling Line - .750 ML and related equipment

Crush Pad Equipment (Hoise, conveyers, elevators)  
Eaton Truck Scale

TRADEMARK

REEL: 1733 FRAME: 0357

KLEIN FAMILY VINTNERS  
Cellar & Bottling Equipment

<u>Qty.</u>	<u>Item</u>	<u>Mfg.</u>	<u>Model</u>
2	Grape crusher/destemmer	Healdsburg Machine	
2	Stainless grape hopper	Healdsburg Machine	
2	Piston must pumps	Ragazzini	DF215-TBA
1	COQ Press	COQ	
1	Dejuicer	COQ	
1	Bladder Press 15 ton	Diemme	AR70F
1	Bladder Press 30 ton	Bucher	RPX 250
1	Bladder Press 30 ton	Bucher	RPZ 250
1	Decanter/Separator centrifuge	Westfalia	CA365010
1	Must Chiller	Hussman	
1	Air Compressor	Hydrovax	
1	Air Compressor	Ingersoll Rand	SSR-EP-150
1	Centrifuge	Westfalia	SA-80
1	Diatoneaceous earth screen filter	Velo	10
2	Plate & frame filter 40cm x 40cm	SWK - Orion	
3	Barrel washing machines	Tom Beard	TBC2B-HC
2	Hoist Assembly	Yale	100 R.P.
2	Humidification system	Micro Cool	
1	Orbit bottle cleaner	McBrady	200 5.4" dia.
1	Corker - 6 head	Bertiolaso	Delta 406RMod.426
1	Filter - vacuum	Corbert	324-32-022
1	Foil/capsule applicator	Robino & Gaianorino	Vulcan 9000 T4/R universal
1	Hot melt glue applicator	Nordson	244305
1	Labeler - rotary	Castagnino & Gastil	CG 84B2/10
1	Labeler - straight line	Meyer	CM-7
1	Case labeler	Label Air	2111 M
1	Case packer	Standard Knapp	930-2B
2	Videojet bottle printer	Videojet	Excel/1701
1	Case sealer	Elliot	hent-mini
1	Foil spinner - 8 head	Bertiolaso	zeta.106mod. 346
1	1 Lift table w/ gravity conveyor	Bishamon	HLT-TT-035-36-40056

(9557.AGRE)R51755

# STAINLESS STEEL TANKS

QUANTITY	TANK #	CAPACITY	TOTAL GALS
5	16-20	2,327	11,635
5	21-25	2,903	14,515
10	26-35	3,461	34,610
3	36-38	8,559	25,677
1	39	10,335	10,335
2	40-41	10,500	21,000
3	42-44	3,461	10,383
3	45-47	10,335	31,005
2	48-49	6,300	12,600
5	50-54	2,327	11,635
5	55-59	2,903	14,515
10	60-69	4,041	40,410
3	70-72	9,680	28,980
6	73-78	11,684	69,984
3	79-81	4,041	12,123
2	82-83	6,482	12,924
52	100-151	13,930	724,360
14	186-199	25,950	363,300
20	200-219	51,980	1,039,600
			2,489,591

## MISC. STAINLESS STEEL

2	DEJUICING TANKS	4,000	8,000
2	BT TKS (BT-11,BT-12)	3,142	6,284
1	BT TK (BT-13)	7,097	7,097
1	CUVEE TK	2,311	2,311
3	YEAST TKS	467	1,401
2	YEAST TKS	102	204
1	YEAST TK	280	280
1	PORT TK	353	353
1	BLUE BOX	450	450
1	HAYDON (HS01)	6,736	6,736
2	HAYDON (HS02 / HS03)	3,138	6,276
13	S S DRUMS	55	715
9	S S DRUMS	30	270
24	S S KEGS	15	360
			40,767

## WOOD TANKS

2	OAKS	1,885	3,730
46	OAKS	3,061	140,806
6	FRENCH OAKS	5,393	32,358
6	FRENCH OAKS	7,250	43,500
2	AMERICAN OAKS	1,550	3,100
8	AMERICAN OAKS	6,225	49,800
6	AMERICAN OAKS	9,900	59,400
2	AMERICAN OAKS	7,235	14,470
15	REDWOODS	5,100	76,500

423,664

TOTAL STAINLESS STEEL TANKS, ETC. 2,530,355  
TOTAL WOOD TANKS 423,664  
GRAND TOTAL 2,954,022

Pumps and Motors:

CAKE

Well #1 - 318 H.P. Detroit Diesel Motor  
#8VA261447, Berkeley Pump #7425661

All underground pipelines.

GARFIELD/CRINELLA

Well #1 - 100 H.P. U.S. Electrical Motor  
#C2955-01-172, Floway Pump #72-2931

Well #2 - 75 H.P. U.S. Electrical Motor  
#CC1010055, Floway Pump #72-420T

Booster #1 - 150 H.P. Perkins Diesel #51OU22227,  
Pacific Pump Co. (Paco) #KJM37407A

Booster #2 - 150 H.P. Perkins Diesel #51OU21122,  
Pacific Pump Co. (Paco) #KJM37407B

Booster #3 - 150 H.P. Perkins Diesel #51OU21129,  
Pacific Pump Co. (Paco) #KJM37407C

Booster #4 - 150 H.P. Perkins Diesel #51OU22254,  
Pacific Pump Co. (Paco) #KJM374074D

All underground pipelines.

BELLOTTI

Well #1 - 200 H.P. International Butane  
#UV5499642, Vertiline Pump #D31779

All underground pipelines.

HUBBARD

Well #1 - 15 HP submersible

TRADEMARK

REEL: 1733 FRAME: 0360



EXHIBIT B-1

(Additional Security Inventory Description)

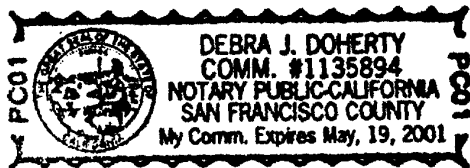
None as of the date hereof, to be added and supplemented by the parties upon completion of the Winery Expansion (as defined in the 98 Note).

State of California )  
County of San Francisco ) SS.

On May 12, 1998, before me, DEBRA J. DOHERTY,  
a notary public, personally appeared Peter D. Gruebele

personally known to me ~~(or proved to me on the basis of~~  
~~satisfactory evidence)~~ to be the person(~~s~~) whose name(~~s~~) is/~~are~~  
subscribed to the within instrument and acknowledged to me that  
he/~~she~~/~~they~~ executed the same in his/~~her~~/~~their~~ authorized  
capacity(~~ies~~), and that by his/~~her~~/~~their~~ signature(~~s~~) on the  
instrument the person(~~s~~), or the entity upon behalf of which the  
person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.



Debra J. Doherty  
Notary Public

(seal)

State of California

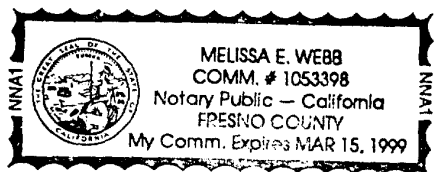
County of Fresno

SS.

On May 11, 1998, before me, Melissa E. Webb,  
a notary public, personally appeared  
William K. Beyer

personally known to me (~~or proved to me on the basis of~~  
~~satisfactory evidence~~) to be the person(~~s~~) whose name(~~s~~) is/~~are~~  
subscribed to the within instrument and acknowledged to me that  
he/~~she/they~~ executed the same in his/~~her/their~~ authorized  
capacity(~~s~~), and that by his/~~her/their~~ signature(~~s~~) on the  
instrument the person(~~s~~), or the entity upon behalf of which the  
person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.



Melissa E. Webb  
Notary Public

(seal)